

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

FILED
CLERK'S OFFICE
MAR 25 2005

05 10594 RGS

BRICKLAYERS & ALLIED CRAFTSMEN
UNION LOCAL 3 – EASTERN
MASSACHUSETTS

Plaintiff,

v.

UNI-CON FLOORS, INC.

Defendant.

MAGISTRATE JUDGE *New May*

C.A. No.

RECEIPT # 63035
AMOUNT \$ 150
SUMMONS ISSUED ✓
LOCAL RULE 4.1 ✓
WAIVER FORM ✓
MCF ISSUED ✓
BY DPTY. CLK. rom
DATE 3/22/05

COMPLAINT

1. This is an action to enforce a labor arbitration award pursuant to §301 of the Labor Management Relations Act (the "Act"), 29 U.S.C. §185. This Court has jurisdiction pursuant to 28 U.S.C. §1331 and §1337.

2. Plaintiff, Bricklayers & Allied Craftsmen Union Local 3 – Eastern Massachusetts (hereinafter "the Union"), is a labor organization within the meaning of 29 U.S.C. §152(5) and is the duly authorized collective bargaining representative of marble masons, tilelayers and terrazzo mechanics employed in Eastern Massachusetts, Maine, New Hampshire and Vermont. The Union's office is located at 550 Medford Street, Boston, Massachusetts 02129.

3. Defendant, Uni-Con Floors, Inc. (hereinafter "the Employer") is an employer within the meaning of 29 U.S.C. §152(2) and §185, does business in this judicial district, and has its principal place of business in Fall River, MA.

4. The Union and the Employer are parties to a collective bargaining agreement that is a contract within the meaning of 29 U.S.C. §185(a) and that, among other things, provides for arbitration of disputes arising under the agreement.

5. The parties' collective bargaining agreement provides that an Arbitration Board is authorized to hear and adjudicate "a dispute over the interpretation of the provisions of this Agreement" and that the Arbitration Board's decisions are final and binding as to the parties.

6. The Arbitration Board is composed of three members from the Union and three members from the Marble, Tile and Terrazzo Contractors Association of Massachusetts ("Contractors Association").

7. The Agreement mandates that the Joint Trade Board's decisions are binding on both parties.

8. By letter dated November 2, 2004 (attached hereto as Exhibit A), the Union invoked the grievance and arbitration provision of the applicable collective bargaining agreement and submitted to arbitration a dispute with the Employer that had arisen under the collective bargaining agreement.

9. By letter dated November 10, 2004 (attached hereto as Exhibit B), the Employer was notified that the arbitration hearing would take place on December 1, 2004.

10. Following several exchanges of letters between counsel for the parties concerning the substance of the dispute between the Union and the Employer and the Union's acquiescence in the Employer's request to postpone the arbitration hearing due to the unavailability of the principal officer of the Employer (attached hereto as Exhibit C), Union counsel, by letter dated January 7, 2005 (attached hereto as Exhibit D), notified the Employer's counsel that the arbitration hearing would be held on January 25, 2005 at the Union's office.

11. The Employer did not request a postponement of the hearing nor did counsel for the Employer inform the Union or its counsel that he or the principal officer of the Employer would not attend the hearing.

12. Following a hearing held in Charlestown, Massachusetts on January 25, 2005, at which the Employer did not appear, the Arbitration Board duly issued an Award on February 7, 2005 sustaining the Union's grievance against the Employer (attached hereto with cover letter as Exhibit E), specifically finding that Uni-Con Floors, Inc. violated Article I, Section 3 of the collective bargaining agreement when it used American Floor Covering, Inc., which had the same principal officer as Uni-Con Floors, Inc., to perform bargaining unit work at the University of Massachusetts Dartmouth project.

13. Defendant's counsel was provided a copy of the Arbitration Board's Award on February 11, 2005. To date and without any lawful justification, Defendant has refused to comply with the Arbitration Board's Award.

14. The Massachusetts Arbitration Act requires that any action to vacate an arbitration award be filed within thirty (30) days of the award. M.G.L. c.150 §11.

15. Defendant failed to file an action to vacate the arbitration award within thirty (30) days of its receipt.

WHEREFORE, Plaintiff respectfully requests that judgment be entered against Defendant:

A. Ordering Defendant to comply with the Arbitration Board's Award, with pre-judgment interest from February 11, 2005, the receipt of the Award;

B. Ordering Defendant to pay Plaintiff's costs and attorney's fees for bringing this action;

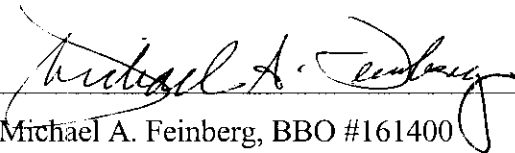
C. Awarding such other and further relief as may be just and proper; including, but not limited to, declaring that the Defendant is time-barred from asserting any affirmative defenses because the statutory period of thirty (30) days has elapsed.

Plaintiff,

Bricklayers & Allied Craftsmen Union Local 3 –

Eastern Massachusetts,

By its attorney,

A handwritten signature in black ink, appearing to read "Michael A. Feinberg", is written over a horizontal line.

Michael A. Feinberg, BBO #161400

Feinberg, Campbell & Zack, P.C.

177 Milk Street

Boston, MA 02109

(617) 338-1976

DATED: March 24, 2005

CIVIL COVER SHEET

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

Bricklayers & Allied Craftsmen Union Local 3 -
Eastern Massachusetts

DEFENDANTS

Uni-Con Floors, Inc.

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF Suffolk
(EXCEPT IN U.S. PLAINTIFF CASES)COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT Bristol
(IN U.S. PLAINTIFF CASES ONLY)

(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)

Michael A. Feinberg, Esq.
Feinberg, Campbell & Zack, PC
177 Milk Street
Boston, MA 02109 617-338-1976ATTORNEYS (IF KNOWN)
David M. Fleury, Esq.
Carmichael, Zajac, & Fleury, PC
170 High Street
Taunton, MA 02780

II. BASIS OF JURISDICTION (PLACE AN "X" IN ONE BOX ONLY)

- ☐ 1 U.S. Government Plaintiff
☐ 2 U.S. Government Defendant
☒ 3 Federal Question (U.S. Government Not a Party)
☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (PLACE AN "X" IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)

- Citizen of This State ☐ 1 PTF ☐ 1 DEF
Citizen of Another State ☐ 2 PTF ☐ 2 DEF
Citizen or Subject of a Foreign Country ☐ 3 PTF ☐ 3 DEF
Incorporated or Principal Place of Business in This State ☐ 4 PTF ☐ 4 DEF
Incorporated and Principal Place of Business in Another State ☐ 5 PTF ☐ 5 DEF
Foreign Nation ☐ 6 PTF ☐ 6 DEF

IV. NATURE OF SUIT (PLACE AN "X" IN ONE BOX ONLY)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury — Med. Malpractice <input type="checkbox"/> 365 Personal Injury — Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure or Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 26 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS — Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes <input type="checkbox"/> 890 Other Statutory Actions
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 440 Other Civil Rights PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition			

V. ORIGIN

(PLACE AN "X" IN ONE BOX ONLY)

- ☒ 1 Original Proceeding
☐ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
Transferred from ☐ 5 another district (specify) ☐ 6 Multidistrict Litigation
Appeal to District Judge from ☐ 7 Magistrate Judgment

VI. CAUSE OF ACTION

(CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE BRIEF STATEMENT OF CAUSE. DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY.)

enforce a labor arbitration award pursuant to §301 of the Labor Management Relations Act,
29 U.S.C. §185

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION
☐ UNDER F.R.C.P. 23DEMAND \$ Injunction
ReliefCHECK YES only if demanded in complaint:
JURY DEMAND: ☐ YES ☒ NO

VIII. RELATED CASE(S) IF ANY

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING JFF

JUDGE

MAG. JUDGE

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

1. TITLE OF CASE (NAME OF FIRST PARTY ON EACH SIDE ONLY) Bricklayers & Allied Craftsmen Union Local 3 Eastern Massachusetts v. Uni-Con Floors, Inc.

2. CATEGORY IN WHICH THE CASE BELONGS BASED UPON THE NUMBERED NATURE OF SUIT CODE LISTED ON THE CIVIL COVER SHEET. (SEE LOCAL RULE 40.1(A)(1)).

- I. 160, 410, 470, R.23, REGARDLESS OF NATURE OF SUIT.
- X II. 195, 368, 400, 440, 441-444, 540, 550, 555, 625, 710, 720, 730, 740, 790, 791, 820*, 830*, 840*, 850, 890, 892-894, 895, 950.
- III. 110, 120, 130, 140, 151, 190, 210, 230, 240, 245, 290, 310, 315, 320, 330, 340, 345, 350, 355, 360, 362, 365, 370, 371, 380, 385, 450, 891.
- IV. 220, 422, 423, 430, 460, 510, 530, 610, 620, 630, 640, 650, 660, 690, 810, 861-865, 870, 871, 875, 900.
- V. 150, 152, 153.

*Also complete AO 120 or AO 121 for patent, trademark or copyright cases

3. TITLE AND NUMBER, IF ANY, OF RELATED CASES. (SEE LOCAL RULE 40.1(G)). IF MORE THAN ONE PRIOR RELATED CASE HAS BEEN FILED IN THIS DISTRICT PLEASE INDICATE THE TITLE AND NUMBER OF THE FIRST FILED CASE IN THIS COURT.

4. HAS A PRIOR ACTION BETWEEN THE SAME PARTIES AND BASED ON THE SAME CLAIM EVER BEEN FILED IN THIS COURT?

YES ☐ NO ☒

5. DOES THE COMPLAINT IN THIS CASE QUESTION THE CONSTITUTIONALITY OF AN ACT OF CONGRESS AFFECTING THE PUBLIC INTEREST? (SEE 28 USC §2403)

YES ☐ NO ☒

IF SO, IS THE U.S.A. OR AN OFFICER, AGENT OR EMPLOYEE OF THE U.S. A PARTY?

YES ☐ NO ☐

6. IS THIS CASE REQUIRED TO BE HEARD AND DETERMINED BY A DISTRICT COURT OF THREE JUDGES PURSUANT TO TITLE 28 USC §2284?

YES ☐ NO ☒

7. DO ALL OF THE PARTIES IN THIS ACTION, EXCLUDING GOVERNMENTAL AGENCIES OF THE UNITED STATES AND THE COMMONWEALTH OF MASSACHUSETTS ("GOVERNMENTAL AGENCIES"), RESIDING IN MASSACHUSETTS RESIDE IN THE SAME DIVISION? - (SEE LOCAL RULE 40.1(D)).

YES ☒ NO ☐

A. IF YES, IN WHICH DIVISION DO ALL OF THE NON-GOVERNMENTAL PARTIES RESIDE?

EASTERN DIVISION ☒ CENTRAL DIVISION ☐ WESTERN DIVISION ☐

B. IF NO, IN WHICH DIVISION DO THE MAJORITY OF THE PLAINTIFFS OR THE ONLY PARTIES, EXCLUDING GOVERNMENTAL AGENCIES, RESIDING IN MASSACHUSETTS RESIDE?

EASTERN DIVISION ☐ CENTRAL DIVISION ☐ WESTERN DIVISION ☐

(PLEASE TYPE OR PRINT)

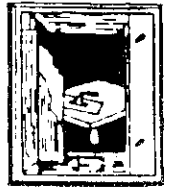
ATTORNEY'S NAME Michael A. Feinberg, Esq.

ADDRESS 177 Milk Street, Boston, MA 02109

TELEPHONE NO. 617-338-1976



*Bricklayers and Allied Craftsmen
Local No. 3 Eastern Massachusetts*



550 MEDFORD STREET
BOSTON, MASSACHUSETTS 02129

CHARLES RASO
President
Secretary-Treasurer

TELEPHONE: (617) 242-5500
FAX: (617) 242-0021

November 2, 2004



*Mr. John Pacheco
Uni-Con Floors Corporation
P. O. Box 267
Fall River, MA 02724*

*RE: U-MA Dartmouth Project
Suffolk Construction – GC*

Dear Mr. Pacheco:

In accordance with Article XV of the collective bargaining agreement between BAC Local 3 and Uni-Con Floors Corporation, the union is requesting arbitration over violation of Article I, Section 3 (copy enclosed) of the collective bargaining agreement relative to the above-referenced project.

Kindly contact me as soon as possible to arrange for a mutually agreeable date, time and place for said arbitration.

Very truly yours,

*Charles Raso
President/Secretary-Treasurer*

CR/md

*Cc/Marble-Tile-Terrazzo Contractors Association
Michael Feinberg, Esq.
Joe Dewey, BAC #3 Field Representative*

Enclosure

*CERTIFIED MAIL #7003 1010 0005 3149 4651
RETURN RECEIPT REQUESTED*

Section 3.

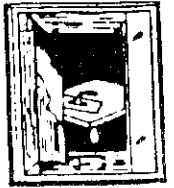
Work Preservation

1. Purpose - All applicable work in the territorial jurisdiction of Local No.3 shall be performed under the terms of this Agreement.
2. Procedure - The Employer agrees that no evasion of the terms, requirements, and provisions of this Agreement will take place. In order to prevent any device or subterfuge to avoid the protection of this Agreement and in order to preserve the protection of this Agreement and in order to preserve work, it is hereby agreed as follows: If and when the Employer shall perform any job site construction work of the type covered by this Agreement, under its own name or under the name of another, as a corporation, company, partnership or any other business entity, including a joint venture, wherein the employer, through its officers, directors, partners or stockholders, exercise either directly or indirectly, (such as through family members) any significant degree of management, control or ownership, the terms and conditions of this Agreement shall be applicable to all such work.
3. Remedy - All charges of violations of Paragraph (2) of this Section shall be considered as a dispute under this Agreement and shall be processed in accordance with the procedures for the handling of grievances and the final binding resolution of disputes, as provided in Article XV of this Agreement. As a remedy for violations of this Section, the arbitrator (or arbitration body) provided for in Article XV is empowered at the request of the Union, to require an Employer to (1) pay to affected Employees covered by this Agreement, including registered applicants for employment, the equivalent of wages lost by such Employees as a result of the violations, and (2) pay into the affected joint Trust Funds established under this Agreement any delinquent contributions to such Funds which have resulted from violations. Provision for this remedy herein does it make the same or other remedies unavailable to this Union for violations of other Sections or other Articles of this Agreement.

If, as a result of violations of this Section, it is necessary for the Union and/or the Trustees of the joint Trust Funds to institute court action to enforce an award rendered in accordance with the sub-section above, or to successfully defend an action which seeks to vacate such award, the Employer shall pay any accountants' and attorneys' fees incurred by the Union and/or Fund Trustees, plus costs of the litigations, which have resulted from the bringing of such court action.



*Bricklayers and Allied Craftsmen
Local No. 3 Eastern Massachusetts*



550 MEDFORD STREET
BOSTON, MASSACHUSETTS 02129

CHARLES RASO
President
Secretary-Treasurer

TELEPHONE: (617) 242-5500
FAX: (617) 242-0021



November 10, 2004

*Mr. John Pacheco
Uni-Con Floors Corporation
P. O. Box 267
Fall River, MA 02724*

*RE: U-MA Dartmouth Project
Suffolk Construction – GC*

Dear Mr. Pacheco:

Reference is made to our telephone conversation on Tuesday, November 9, 2004, wherein you refused to set a mutually convenient date, place and time for arbitration.

The union is alleging that Uni-Con Floors Corporation is in violation of Article I, Section 3 of the collective bargaining agreement between the parties, relative to its use of American Floor Covering, Inc. on the above-referenced project.

Since you have refused arbitration, the union is setting the arbitration hearing as follows:

*Date: Wednesday, December 1, 2004
Time: 10:00 a.m.
Place: Bricklayers Union Local 3 Office
550 Medford Street
Charlestown, MA*

- 2 -

The union remains optimistic that you will agree to participate. However, please be advised that the hearing will take place whether or not you attend.

Very truly yours,

A handwritten signature in black ink, appearing to read "Charles Raso". The signature is fluid and cursive, with the first name "Charles" written in a larger, more prominent script than the last name "Raso".

*Charles Raso
President/Secretary-Treasurer*

CR/md

*cc/Marble-Tile-Terrazzo Contractors Association
Michael Feinberg, Esq.
Joe Dewey, BAC Local 3 Field Representative*

**CERTIFIED MAIL #7003 1010 0005 3149 4644
RETURN RECEIPT REQUESTED**

FEINBERG, CAMPBELL & ZACK, P.C.

Attorneys at Law

177 Milk Street, Suite 300 • Boston, Massachusetts 02109

617-338-1976

Fax 617-338-7070 Toll Free 800-338-6004

MICHAEL A. FEINBERG
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Also admitted in California
ARTHUR G. ZACK
agz@fczlaw.com

JONATHAN M. CONTI
jmc@fczlaw.com
Also admitted in Connecticut
and Wisconsin

**VIA FACSIMILE: 508-821-2566
and First Class Mail**

December 21, 2004

David M. Fleury, Esq.
Carmichael, Zajac & Fleury, P.C.
170 High Street
Taunton, MA 02780

Re: Uni-Con Floors, Inc. and
Massachusetts Bricklayers and Masons Local No. 3

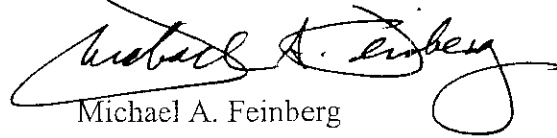
Dear Mr. Fleury:

This letter will serve to advise you that, at your request, today's meeting has been cancelled.

However, the Union still intends to press forward on the arbitration between Uni-Con Floors, Inc. and Bricklayers and Masons Local Union No. 3 concerning the installation of ceramic tile on the UMass Dartmouth job. For your information, the contract you provided to me between Uni-Con Floors, Inc. and Suffolk Construction Company concerning the carpet, VCT and rubber flooring installation does not pertain to this dispute. Rather, the Union is alleging that Uni-Con Floors, Inc. violated the work preservation clause of the collective bargaining agreement when it performed the installation of the ceramic tile on the above referenced job under the name of American Floor Covering, Inc.

When you have had an opportunity to review this matter with your client would you kindly contact me so that we may arrange for a mutually satisfactory date for the arbitration proceeding.

Very truly yours,

A handwritten signature in black ink, appearing to read "Michael A. Feinberg", with a large, stylized flourish extending from the end of the signature.

Michael A. Feinberg

MAF:klb

Cc: Charles Raso, Business Manager, Bricklayers and Masons Local Union No. 3

FEINBERG, CAMPBELL & ZACK, P.C.
Attorneys at Law

177 Milk Street, Suite 300 • Boston, Massachusetts 02109

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ARTHUR G. ZACK

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Also admitted in Connecticut
and Wisconsin

January 7, 2005

David M. Fleury, Esq.
Carmichael, Zajac & Fleury, P.C.
170 High Street
Taunton, MA 02780

Re: Uni-Con Floors, Inc. and
Massachusetts Bricklayers and Masons Local No. 3

Dear Mr. Fleury:

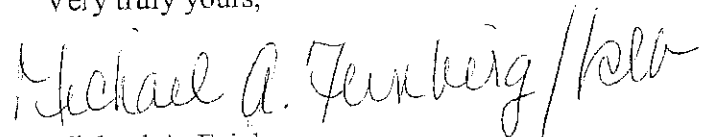
This letter will serve to advise you that an arbitration panel has been convened to hear the grievance between Bricklayers Local Union No. 3, Bricklayers and Allied Craftsman Local No. 3 and Uni-Con Floors, Inc. concerning the installation of tile at the UMass Dartmouth project.

The arbitration hearing will be held on Tuesday, January 25, 2005 at 9:30 a.m. at the Bricklayers and Allied Craftsman Local Union No. 3's offices at 550 Medford Street, Charlestown, Massachusetts.

You should be prepared to present any evidence, including witnesses and documentary evidence, which may support your client's position in this matter.

If you have any questions please feel free to contact me.

Very truly yours,


Michael A. Feinberg

MAF:klb

Cc: Charles Raso, President and Business Manager Bricklayers and Allied Craftsman
Local 3

FEINBERG, CAMPBELL & ZACK, P.C.

Attorneys at Law

177 Milk Street, Suite 300 • Boston, Massachusetts 02109

617-338-1976

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JONATHAN M. CONTI

jmc@fczlaw.com

Also admitted in Connecticut
and Wisconsin

***VIA CERTIFIED MAIL: 7004 2890 0004 6310 1614
and Regular Mail***

February 8, 2005

David M. Fleury, Esq.
Carmichael, Zajac & Fleury, P.C.
170 High Street
Taunton, MA 02780

Re: Uni-Con Floors, Inc. and
Massachusetts Bricklayers and Masons Local No. 3

Dear Mr. Fleury:

This letter will serve to advise you that the arbitration panel mentioned in my letter to you of January 7, 2004 met on January 25, 2005 to hear the grievance between Bricklayers Local Union No. 3 and Uni-Con Floors, Inc.

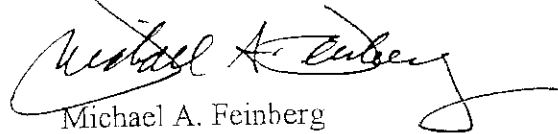
Enclosed is the January 25, 2005 Arbitration Board Award which found that Uni-Con Floors, Inc. violated Article I, Section 3 of the collective bargaining agreement. As you will note, the Arbitration Board ordered that Uni-Con Floors, Inc.:

- (1) Immediately cease and desist the use of American Floor Covering, Inc. to perform work covered by the collective bargaining agreement on the University of Massachusetts Dartmouth project;
- (2) Pay to employees who would have been referred to the job by the Union the equivalent of wages lost by such employees as a result of the violation engaged in by Uni-Con Floors, Inc.; and
- (3) Pay into the affected joint Trust Funds established under the collective bargaining agreement any delinquent contributions to such Fund which have resulted from Uni-Con Floors, Inc.'s violation.

Would you be kind enough to advise me as to Uni-Con Floors, Inc.'s intention with respect to this matter.

You should further be advised that in the event Uni-Con Floors, Inc. does not honor the Arbitration Board Award, Bricklayers Local Union No. 3 has authorized this office to enforce the Award in the United States District Court For The District of Massachusetts.

Very truly yours,



Michael A. Feinberg

MAF:klb
Enclosure

Cc: Charles Raso, Business Manager
Bricklayers Local Union No 3

ARBITRATION BOARD AWARD

A hearing was held on January 25, 2005 at the offices of Bricklayers & Allied Craftsmen Local 3 ("Union") in Boston, Massachusetts based on a grievance filed by the Union pursuant to Article XV of the collective bargaining agreement between Bricklayers & Allied Craftsman Union Local 3 Eastern Massachusetts and Marble, Tile and Terrazzo Contractors Association of Massachusetts that Uni-Con Floors, Inc. violated Article I, Section 3 of the collective bargaining agreement.

The hearing in this matter was originally scheduled for December 1, 2004. However, at the request of the attorney for Uni-Con Floors, Inc. a postponement was granted based upon the unavailability of John A. Pacheco, principal officer of Uni-Con Floors, Inc. The hearing was rescheduled to January 25, 2005 at 9:30 a.m. at the Union's offices at 550 Medford Street, Charlestown, Massachusetts. Appropriate and timely notice was given to Uni-Con Floors, Inc. through its attorney David M. Fleury, Esq. by letter dated January 7, 2005. No request was made for any continuance of the January 25, 2005 hearing. No representative of the company appeared at the hearing.

The Union presented its evidence that Uni-Con Floors, Inc. violated Article I, Section 3 of the collective bargaining agreement by utilizing American Floor Covering, Inc. to perform certain tile work at the University of Massachusetts Dartmouth project. The Union presented a copy of a signed collective bargaining agreement between it and Uni-Con Floors, Inc. as well as evidence with respect to the type of work being performed by American Floor Covering, Inc. on the University of Massachusetts Dartmouth project. The Union also presented evidence that John A. Pacheco was the principal officer of American Floor Covering, Inc. and was the same individual who was the principal officer of Uni-Con Floors, Inc.

After considering the evidence produced by the Union, the Board unanimously voted that Uni-Con Floors, Inc. was in violation of Article I, Section 3 of the collective bargaining agreement. Specifically, the Board unanimously found that Uni-Con Floors, Inc. intentionally evaded the terms, requirements and provisions of the collective bargaining agreement by utilizing American Floor Covering, Inc. to perform work

/

covered by the Union's collective bargaining agreement at the University of Massachusetts Dartmouth project.

Pursuant to Article I, Section 3(3) of the collective bargaining agreement the Board ordered, as its remedy to:

(1) Immediately cease and desist the use of American Floor Covering, Inc. to perform work covered by the collective bargaining agreement on the University of Massachusetts Dartmouth project;

(2) Pay to employees who would have been referred to the job by the Union the equivalent of wages lost by such employees as a result of the violation engaged in by Uni-Con Floors, Inc.; and

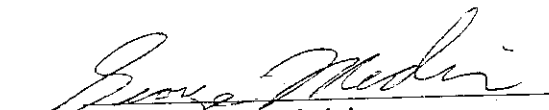
(3) Pay into the affected joint Trust Funds established under the collective bargaining agreement any delinquent contributions to such Fund which have resulted from Uni-Con Floors, Inc.'s violation.

The Board also determined that if it is necessary for the Union and/or the Trustees of the joint Trust Funds to institute court action to enforce this Award or to successfully defend an action by Uni-Con Floors, Inc. to vacate this Award, Uni-Con Floors, Inc. shall pay any accountants' and attorneys' fees incurred by the Union and/or Fund Trustees, plus the cost of litigation, which may occur as a result of the court action.

LABOR

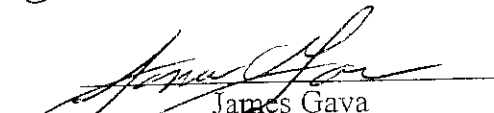

Richard Forcione


David R. Kreamer


George Medeiros

MANAGEMENT


James Fanev, Jr.


James Gava


William Matera

Signed this 25th day of January, 2005